

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBERS:		PAGE 1 OF 14					
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-XXXX (DRAFT SOLICITATION)					
7. FOR SOLICITATION INFORMATION CALL: >		a. NAMES: Marlene Hines (703) 767-8496 (NO COLLECT CALLS)			b. DESC FAX NUMBER: (703) 767 - 8506		8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY CODE : SP0600 SPECIALTY FUELS DIVISION (DESC-PH) DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 PHONE: (703) 767-8496 FAX: (703) 767-8506 OFFICE SYMBOL:				10. THIS ACQUISITION IS: <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 522320(NAICS) SIZE STANDARD: \$6M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)					
						13b. RATING					
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO: CODE: SEE SCHEDULE				16. ADMINISTERED BY: CODE: SEE BLOCK 9							
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE:							
Name & Address: TELEPHONE NO: FAX NO: DUNS NO:				DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BVDF/CC P. O. BOX 182317 COLUMBUS, OH 43218-6251							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE CLAUSE B34.01 (Attach additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL EST. AWARD AMOUNT (For Govt. Use Only) \$			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEM(S):					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)					
30b. NAME AND TITLE OF SIGNER (Type or Print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) MI SUK COX				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY	
						42a. RECEIVED BY (Print)					
						42b. RECEIVED AT (Location)					
				41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

DRAFT SOLICITATION
SP0600-04-R-XXXX
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SECTION B - SUPPLIES/SERVICES AND PRICES/COST**B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)**

The services to be furnished during the period specified herein and the unit prices are as follows:

Performance Period: Award Date + 5 years, 1 OCTOBER 2004 to 30 SEPTEMBER 2009.

Contractor shall comply with all terms and conditions as stated in the statement of work for the period stated above at fixed price of:

CLIN	OBJECTIVES	PRICE
0001	Credit Card Services	\$ _____

Performance Period: Option year, 1 OCTOBER 2009 to 30 SEPTEMBER 2012.

Contractor shall comply with all terms and conditions as stated in the statement of work for the period stated above at fixed price of:

CLIN	OBJECTIVES	PRICE
0001	Credit Card Services	\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS

SEE ATTACHMENT 1

SECTION G - CONTRACT ADMINISTRATION DATA**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.
(DESC 52.211-9FH5)

G148.05.100 SUBMISSION OF INVOICES FOR PAYMENT (SERVICES) (DESC MAR 2002)

After each deliverable, an invoice may be mailed to DESC-PH at this address:

DEFENSE ENERGY SUPPORT CENTER

ATTN: Marlene Hines / DESC-PH

8725 John J. Kingman Road, Ste. 4950

Fort Belvoir, Virginia 22060-6222

Payment will be made by:

DEFENSE FINANCE AND ACCOUNTING SERVICE

ATTN: DFAS-BVDFI/CC

P. O. BOX 182317

COLUMBUS, OH 43218-6251

(DESC 52.232-9FF5, tailored)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

None at this time

SECTION I - CONTRACT CLAUSES**I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

- ☐ (iii) Alternate II (Jun 2003) of 52.219-5.
- ☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).
 - ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ☐ (ii) Alternate I (Jun 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- ☒ (14) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- ☒ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☐ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (21) 52.225-1, Buy American Act -- Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- ☐ (22) (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ☐ (ii) Alternate I (May 2002) of 52.225-3.
 - ☐ (iii) Alternate II (May 2002) of 52.225-3.
- ☐ (23) 52.225-5, Trade Agreements (Jun 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (24) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

☐ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003);
([☐ Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (APR 2003); (☐ Alternate (APR 2003)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- ☒ 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☐ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- ☐ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002); (☐ Alternate I (MAR 2000)); (☐ Alternate II (MAR 2000)); (☐ Alternate III (MAY 2002)) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr.gov>.

(DFARS 252.204-7004)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
DLAD: <http://www.dla.mil/i-3/i-336>

(c) All **DESC** clauses and provisions are contained in full text in this document.

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
E5	52.246-4	INSPECTION OF SERVICES – FIXED-PRICE
G9.09	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION
I1	52.202-1	DEFINITIONS
I1.03-1	52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS
I33	52.232-17	INTEREST
I36	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
I43.01	52.246-25	LIMITATION OF LIABILITY – SERVICES
I100	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED
I102	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).
I171	52.219-9	SMALL, SAML L DISADVANTAGED, AND WOMEN OWNED SMALL BUSINESS SUBCONTRACTING PLAN
I171	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES
I171.01-3	52.215-9002	SOCIOECONOMIC PROPOSAL – DLAD
I198	252.243-7001	PRICING OF CONTRACT MODIFICATIONS
I209.01	52.217-9F70	OPTION TO RENEW (SERVICES)
I209.07	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT

I285	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
K1.06	52.204-6	
K85	252.209-7001	

(2)

CONTRACT	REGULATORY	
<u>CLAUSE NUMBER</u>	<u>NUMBER</u>	<u>CLAUSE TITLE</u>

(DESC 52.252-9F08)

I605.03 CONFIDENTIALITY AND NONDISCLOSURE OF NONPUBLIC INFORMATION AND CONFLICTS OF INTEREST (DESC APR 2002)

(a) The Contractor may have access to nonpublic information while providing support services under this contract. **Nonpublic information** includes, but is not limited to, advanced procurement information, such as future requirements, statements of work and acquisition strategies; source selection information, such as source selection plans, offers before they are made public, and rankings of proposals; trade secrets; proprietary information submitted by a Government Contractor; information protected by the Privacy Act; attorney work product; and other sensitive information that would not be released by the Defense Energy Support Center under the Freedom of Information Act, e.g., program, planning, and budget information.

(b) The Contractor shall require that all employees assigned to perform tasks under this contract sign and comply with a Confidentiality and Nondisclosure Agreement as required by the Contracting Officer. This Agreement requires each individual working under the contract to certify that he/she—

- (1) Shall not seek access to nonpublic information beyond what is required for performance of the support services contract;
- (2) Shall ensure that his/her status as a Contractor employee is known when seeking access to and receiving nonpublic information from Government employees, members of the general public, or other Contractors/offerors;
- (3) Shall not use or disclose such information for any purpose other than providing the contract support services or disclose the information for any personal or other commercial purpose;
- (4) Shall advise the Contracting Officer in writing as soon as possible if he/she becomes aware of any improper release or disclosure of nonpublic information.
- (5) Shall agree to return any nonpublic information given to him/her during contract performance, including all copies, upon completion of each assignment; and
- (6) Shall recognize that release or disclosure of nonpublic information is in violation of the signed Agreement and that contractual actions, as well as civil or criminal remedies authorized by law, are applicable to both the Contractor employee and the Contractor for unauthorized use or release of nonpublic information.

(c) The performance of tasks under this contract may also present Contractor employees with potential conflicts of interest. A **conflict of interest** includes, but is not limited to (1) participating personally and substantially in a Government procurement, contract, issue, litigation, or other matter that will affect a Contractor employee's financial interests or those of the employee's spouse, minor child, general partner, an organization in which the employee serves as an officer, director, trustee, general partner, or employee, or a person with whom the employee is negotiating for, or has an arrangement concerning, prospective employment, or (2) involvement in a Government procurement, contract, issue, litigation, or other matter that might affect the financial interests of a person who is a member of the employee's household or with whom the employee has a close personal relationship; a person for whom the employee's spouse, parent, or dependent child serves as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, or employee; any person for whom the employee has within the last year served as officer, director, trustee, general partner, agent attorney, consultant, contractor, or employee; or any organization in which the employee is an active participant. The Contractor shall require that Contractor employees disclose potential conflicts of interest by providing a written statement of their financial holdings and interests (excluding holdings of diversified mutual funds) to the Contracting Officer, upon written request. The Contractor shall resolve potential conflicts of interest to the Contracting Officer's satisfaction when identified, including, but not limited to, substituting equally qualified Contractor employees that do not have a conflict of interest to perform tasks under this contract.

(DESC 52.224-9F10)

SECTION J – LIST OF ATTACHMENTS

<u>FORM</u>	<u>TITLE</u>	<u>LOCATION</u>
DD1707	Information to Offerors of Quoters	Cover Page
SF 1449	Solicitation/Contract/Order for Commercial Items	Page 1
	Statement of Objectives (SOO)	Attachment 1

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)****(a) DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, **tailored**)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

SECTION L - INSTRUCTION, CONDITIONS AND NOTICES TO OFFERS**L2.34 PROPOSAL FORMAT AND CONTENT (DESC FEB 2003)**

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Information addressing Factors 2 and 3 will be included in the price Proposal. Offers for less than the entire contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) FACTOR 1: TECHNICAL PROPOSAL.

(1) The offeror will submit the original and three copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. The technical proposal should be specific and provide concise, straightforward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. The offeror should also describe how the proposal shall meet the requirements of the Performance Work Statement. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for Factor (1), excluding résumés and equipment sale/lease agreements, **will not exceed 30 pages.**

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals will address the following subfactors, which will be evaluated to determine technical scores:

(i) **SUBFACTOR A.** The technical proposal must present a specific, concise but detailed plan for accomplishing the SOO objectives, including a detailed Performance Work Statement, detailed level 3 Work Breakdown Structure (WBS), and a Performance Requirements Summary (PRS). The PRS shall list each level 3 task from the WBS, a standard of performance, an Acceptable quality level, a method of surveillance, and the value of that task relative to the total work.

(ii) **SUBFACTOR B.** Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements.

(c) **FACTOR 2: PAST PERFORMANCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

- (1) Name of contracting activity;
- (2) Contract number;
- (3) Contract type and dollar value;
- (4) Brief description of the work (if the offeror is a large business, include a description of any subcontracting); and
- (5) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

The offeror should provide information on any significant problems encountered and corrective actions taken.

(d) **FACTOR 3: SUBCONTRACTING.** The offeror should describe the extent of any planned subcontracting with small, small disadvantaged, veteran-owned small, service-disabled veteran-owned small, and HUBZone small businesses, and Historically Black Colleges and Universities and Minority Institutions.

(DESC 52.215-9F97)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M - EVALUATION FACTORS FOR AWARD

M28.05.100 EVALUATION OF OFFERS (DESC NOV 2003)

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more

Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, all evaluation factors other than price when combined are significantly more important than price. However, as proposals become more equal in their technical merit, the price becomes more important.

(1) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the initial five-year period of performance, plus one three-year option period. The total cost to the Government will be calculated by discounting future year costs using the rates set forth in OMB Circular A-94.

FACTOR 1 TECHNICAL CAPABILITY

The Government will evaluate the offeror's approach, techniques, procedures, and Performance Work Statement, Work Breakdown Structure, and Performance Requirements Summary. Proposals that contain innovative commercial approaches without GFE satisfying the requirements of the Performance Work Statement may be given higher technical scores. Proposals that provide a single solution for both the SEA and AIR card may be given a higher technical score.

FACTOR 2 PAST PERFORMANCE

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

FACTOR 3 SUBCONTRACTING

The Government will evaluate the offeror's commitment to subcontracting with small, small disadvantaged, veteran-owned small, service-disabled veteran-owned small, HUBZone small, and women-owned small businesses and Historically Black Colleges and Universities and Minority Institutions.

(c) After each evaluation, each of the factors described in (b)(2) above will be given one of the following ratings:

- (1) Exceptional
- (2) Very Good
- (3) Acceptable
- (4) Marginal
- (5) Unsatisfactory

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

(DESC 52.209-9FA1, tailored)

M7 SOCIOECONOMIC EVALUATION (DESC APR 2003)

The relative merits of the Socioeconomic Proposal will be evaluated based on the degree to which an offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

NOTE: The offeror's proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the Small Business Office of the Defense Energy Support Center as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and HBCUs/MIs will be part of past performance evaluation. (DESC 52.215-9FB6)